

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MARCHELLA OF NY INC.
and NORTHEAST BANANA CORP.,

Plaintiffs,

- against -

MEJIA TROPICAL PRODUCTS LLC
and MARVIN E. MEJIA,

Defendants.

Case No. 22-cv-551 (JS)(ST)

FINAL DEFAULT JUDGMENT

**FILED
CLERK**

4/18/2023 4:42 pm

**U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE**

UPON the motion of plaintiffs Marchella of NY Inc. (“Marchella”) and Northeast Banana Corp. (“Northeast”) (Marchella and Northeast collectively, “Plaintiffs”), the accompanying declarations of Gregory Brown, counsel for Plaintiffs dated December 8, 2022 and April 18, 2023, Zinaida Khaimova, Marchella’s Office Manager, dated December 8, 2022, and James Balducci, Northeast’s President, dated December 8, 2022, the exhibits annexed thereto, the Clerk’s Certificate of Default, and the supporting memorandum of law submitted therewith, which demonstrate that: defendants Mejia Tropical Products LLC and Marvin E. Mejia (collectively, “Defendants”) failed to plead or otherwise defend this action; Defendants, jointly and severally, owe Marchella a debt in the principal amount of \$111,828.50, plus accrued interest through April 18, 2023 in the amount of \$25,770.58, accrued attorneys’ fees through December 8, 2022 in the amount of \$16,427.24, and accrued legal expenses in the amount of \$214.84, less \$5,623.16 in funds recovered, for a judgment under the trust provisions of PACA in the amount of \$148,618.00; Defendants, jointly and severally, owe Northeast a debt in the principal amount of \$97,424.00, plus accrued interest through April 18, 2023 in the amount of \$14,832.71, accrued attorneys’ fees through

December 8, 2022 in the amount of \$14,311.26, and accrued legal expenses in the amount of \$187.16, less \$4,989.84 in funds recovered, for a judgment under the trust provisions of PACA in the amount of \$121,856.29; Defendants are not infants, incompetent persons, or in the military service of the United States; and there is no just reason for delay of entry of final judgment against Defendants, and

UPON (1) Defendants having failed to timely oppose or otherwise respond to Plaintiffs' motion, (2) this Court's Memorandum & Order Granting in part and Denying in part Motion for Default Judgment (the "Order") (ECF No. 52), and (3) Plaintiff's modified proposed default judgment as set forth in the Order, it is hereby

ORDERED that judgment is hereby entered, in favor of Plaintiffs and against Defendants, jointly and severally, under the trust provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e(c)(4), as follows:

1. In favor of Marchella and against Defendants, in the principal amount of \$111,828.50, plus accrued interest through December 8, 2022 in the amount of \$25,770.58, accrued attorneys' fees through April 18, 2023 in the amount of \$16,427.24, and accrued legal expenses in the amount of \$214.84, less \$5,623.16 in funds recovered, for a judgment under the trust provisions of PACA in the amount of \$148,618.00; and

2. In favor of Northeast and against Defendants, in the principal amount of \$97,424.00, plus accrued interest through December 8, 2022 in the amount of \$14,832.71, accrued attorneys' fees through April 18, 2023 in the amount of \$14,311.26, and accrued legal expenses in the amount of \$187.16, less \$4,898.84 in funds recovered, for a judgment under the trust provisions of PACA in the amount of \$121,856.29; and it is further,

ORDERED that the judgment entered in favor of Plaintiffs and against Defendants, jointly and severally, is a final judgment pursuant to **Fed. R. Civ. P. 54(b)**, there being no just cause for delay in light of Plaintiffs' statutory right to prompt payment under PACA, and Plaintiffs may have immediate execution therefore; and it is further,

ORDERED that upon entry of Default Judgment this case be CLOSED.

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SO ORDERED this 18th day of April 2023 at Central Islip, New York.

Joanna Seybert, U.S. District Judge

/s/ JOANNA SEYBERT

U.S. District Judge, E.D.N.Y.